

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 11	
2. Amendment/Modification No. 0003		3. Effective Date 2007MAY14		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACD-B JODIE BENNETT (309)782-8541 ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390 EMAIL: JODIE.BENNETT@US.ARMY.MIL		Code W52P1J		7. Administered By (If other than Item 6) <div style="display: flex; justify-content: space-between;">SCDPASADP PT</div>			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/> 9A. Amendment Of Solicitation No. W52P1J-07-R-0082			
				<input type="checkbox"/> 9B. Dated (See Item 11) 2007APR19			
				<input type="checkbox"/> 10A. Modification Of Contract/Order No.			
				<input type="checkbox"/> 10B. Dated (See Item 13)			
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
<p>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</p>							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

WHHAD X+The prupose of this amendment is as follows:

1. To incorporate the attached drawings and MWO
2. To add clause 252.227-7001 - Ground Flight Risk

252.228-7001 Ground and Flight Risk.

As prescribed in 228.370(b), use the following clause:

GROUND AND FLIGHT RISK (SEP 1996)

(a) Definitions. As used in this clause

(1) Aircraft, unless otherwise provided in the Schedule, means

(i) Aircraft to be delivered to the Government under this contract (either before or after Government acceptance), including complete aircraft and aircraft in the process of being manufactured, disassembled, or reassembled; provided that an engine, portion of a wing or a wing is attached to a fuselage of the aircraft; and

(ii) Aircraft, whether in a state of disassembly or reassembly, furnished by the Government to the Contractor under this contract, including all property installed, in the process of installation, or temporarily removed; provided that the aircraft and property are not covered by a separate bailment agreement.

(2) Contractor's premises means those premises designated in the Schedule or in writing by the Contracting Officer, and any other place the aircraft is moved for safeguarding.

(3) Flight means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land based aircraft, flight begins with the taxi roll from a flight line on the Contractor's premises and continues until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises;

(ii) For seaplanes, flight begins with the launching from a ramp on the Contractor's premises and continues until the aircraft has completed its landing run and is beached at a ramp on the Contractor's premises;

(iii) For helicopters, flight begins upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continues until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged; and

(iv) For vertical take-off aircraft, flight begins upon disengagement from any launching platform or device on the Contractor's premises and continues until the aircraft has been engaged to any launching platform or device on the Contractor's premises;

(v) All aircraft off the Contractor's premises shall be considered to be in flight when on the ground or water for reasonable periods of time following emergency landings, landings made in performance of this contract, or landings approved in writing by the Contracting Officer.

(4) Flight crew member means the pilot, the co-pilot, and, unless otherwise provided in the Schedule, the flight engineer, navigator, and bombardier-navigator when assigned to their respective crew positions for the purpose of conducting any flight on behalf of the Contractor. If required, a defense systems operator may also be assigned as a flight crew member.

(5) In the open means located wholly outside of buildings on the Contractor's premises or other places described in the Schedule as being in the open. Government furnished aircraft shall be considered to be located in the open at all times while in the Contractor's possession, care, custody, or control.

(6) Operation means operations and tests of the aircraft and its installed equipment, accessories, and power plants, while the aircraft is in the open or in motion. The term does not apply to aircraft on any production line or in flight.

(b) Except as may be specifically provided in the Schedule as an exception to this clause, the Government assumes the risk of damage to, or loss or destruction of aircraft in the open, during operation, and in flight. The Contractor shall not be liable to the Government for such damage, loss, or destruction.

(c) The Government's assumption of risk for aircraft in the open shall continue unless the Contracting Officer finds that the aircraft is in the open under unreasonable conditions, and the Contractor fails to take prompt corrective action.

(1) The Contracting Officer, when finding aircraft in the open under unreasonable conditions, shall notify the Contractor in writing of the unreasonable conditions and require the Contractor to make corrections within a reasonable time.

(2) Upon receipt of the notice, the Contractor shall promptly correct the cited conditions, regardless of whether there is agreement that the conditions are unreasonable. If the Contracting Officer later determines that the cited conditions were not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred in correcting the conditions. Any dispute as to the unreasonableness of the conditions or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(3) If the Contracting Officer finds that the Contractor failed to act promptly to correct the cited conditions or failed to correct the conditions within a reasonable time, the Contracting Officer may terminate the Government's assumption of risk for any aircraft in the open under the cited conditions. The termination will be effective at 12:01 a.m. on the fifteenth day following the day the written notice is received by the Contractor. If the Contracting Officer later determines that the Contractor acted promptly to correct the cited conditions or that the time taken by the Contractor was not unreasonable, an equitable adjustment shall be made in the contract price for any additional costs incurred as a result

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of termination of the Government's assumption of risk. Any dispute as to the timeliness of the Contractor's action or the equitable adjustment shall be considered a dispute under the Disputes clause of this contract.

(4) If the Government terminates its assumption of risk, the risk of loss for Government-furnished property shall be determined in accordance with the Government Property clause of this contract.

(5) The Contractor shall promptly notify the Contracting Officer when unreasonable conditions have been corrected. If the Government elects to again assume the risk of loss and relieve the Contractor of liabilities, the Contracting Officer will notify the Contractor. The Contractor shall be entitled to an equitable adjustment in the contract price for any insurance costs extending from the end of the third working day after the Contractor notice of correction until the Contractor is notified that the Government will assume the risk of loss. If the Government does not again assume the risk of loss and conditions have been corrected, the Contractor shall be entitled to an equitable adjustment for insurance costs, if any, extending after the third working day.

(d) The Government's assumption of risk shall not extend to damage, loss, or destruction of aircraft which

(1) Results from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for the protection and preservation of aircraft in the open and during operation in accordance with sound industrial practice. The term Contractor's managerial personnel means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or other equivalent representatives who supervise or direct all or substantially all of the Contractor's business; or all or substantially all of the Contractor's operations at any one plant or separate location at which this contract is performed; or a separate and complete major industrial operation in connection with the performance of this contract;

(2) Is sustained during flight if the flight crew members have not been approved in writing by the Government Flight Representative, who has been authorized in accordance with the combined regulation entitled Contractors Flight and Ground Operations (Air Force Regulation 55-22, Army Regulation 95-20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1);

(3) Occurs in the course of transportation by rail, or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(4) Is covered by insurance;

(5) Consists of wear and tear; deterioration (including rust and corrosion); freezing; or mechanical, structural, or electrical breakdown or failure, unless these are the result of other loss, damage or destruction covered by this clause. (This exclusion does not apply to Government-furnished property if damage consists of reasonable wear and tear or deterioration, or results from inherent vice in the property.); or

(6) Is sustained while the aircraft is being worked on and is a direct result of the work unless such damage, loss, or destruction would be covered by insurance which would have been maintained by the Contractor, but for the Government's assumption of risk.

(e) With the exception of damage, loss, or destruction in flight, the Contractor assumes the risk and shall be responsible for the first \$25,000 of loss or damage to aircraft in the open or during operation resulting from each separate event, except for reasonable wear and tear and to the extent the loss or damage is caused by negligence of Government personnel. If the Government elects to require that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (i) of this clause shall not include the dollar amount of the risk assumed by the Contractor. In the event the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government \$25,000 (or the amount of the loss, if less) as directed by the Contracting Officer.

(f) A subcontractor shall not be relieved from liability for damage, loss, or destruction of aircraft while in its possession or control, except to the extent that the subcontract, with the written approval of the Contracting Officer, provides for relief from each liability. In the absence of approval, the subcontract shall contain provisions requiring the return of aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. Where a subcontractor has not been relieved from liability, and damage, loss, or destruction occurs, the Contractor shall enforce liability against the subcontractor for the benefit of the Government.

(g) The Contractor warrants that the contract price does not and will not include, except as may be authorized in this clause, any charge or contingency reserve for insurance covering damage, loss, or destruction of aircraft while in the open, during operation, or in flight when the risk has been assumed by the Government, even if the assumption may be terminated for aircraft in the open.

(h) In the event of damage, loss, or destruction of aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the aircraft from further damage, to separate damaged and undamaged aircraft, to put all aircraft in the best possible order and further, except in cases covered by paragraph (e) of this clause, the Contractor shall furnish to the Contracting Officer a statement of

(1) The damaged, lost, or destroyed aircraft;

(2) The time and origin of the damage, loss, or destruction;

(3) All known interests in commingled property of which aircraft are a part; and

(4) The insurance, if any, covering the interest in commingled property.

Except in cases covered by paragraph (e) of this clause, the Contracting Officer will make an equitable adjustment in the contract price for expenditures made by the Contractor in performing the obligations under this paragraph.

(i) If prior to delivery and acceptance by the Government, aircraft is damaged, lost, or destroyed and the Government assumed the risk, the Government shall either

(1) Require that the aircraft be replaced or restored by the Contractor to the condition immediately prior to the damage, in which event the Contracting Officer will make an equitable adjustment in the contract price and the time for contract

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performance; or

(2) Terminate this contract with respect to the aircraft, in which event the Contractor shall be paid the contract price for the aircraft (or, if applicable, any work to be performed on the aircraft) less any amount the Contracting Officer determines

(i) It would have cost the Contractor to complete the aircraft (or any work to be performed on the aircraft) together with anticipated profit on uncompleted work; and

(ii) Would be the value of the damaged aircraft or any salvage retained by the Contractor.

The Contracting Officer shall prescribe the manner of disposition of the damaged, lost, or destroyed aircraft, or any parts of the aircraft. If any additional costs of such disposition are incurred by the Contractor, a further equitable adjustment will be made in the amount due the Contractor. Failure of the parties to agree upon termination costs or an equitable adjustment with respect to any aircraft shall be considered a dispute under the Disputes clause.

(j) In the event the Contractor is reimbursed or compensated by a third person for damage, loss, or destruction of aircraft and has also been compensated by the Government, the Contractor shall equitably reimburse the Government. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for damage, loss, or destruction. Upon the request of the Contracting Officer or authorized representative, the Contractor shall at Government expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment of subrogation) in obtaining recovery.

(k) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled Contractors Flight and Ground Operations in effect on the date of contract award.

(End of clause)

3. To incorporate the following updated list of answers.

1. Amendment 0001Why does block 1, Contract ID Code, state Firm-Fixed- Price?

Answer: System requires a code of a single type of contract for reporting purposes only

2 Amendment 0001In Section A, it instructs the offeror to provide resumes for the listed labor categories. One of the categories is Senior Engineer for each Army platform (i.e., Blackhawk, Apache, Kiowa, ARH, Chinook). Does the Government want the Contractor to have a separate Senior Engineer for each Army platform or can one Senior Engineer cover multiple platforms? Also, since the ARH is still in design/development stage, is Contractor expected to have an experienced Senior Engineer for the ARH platform? Answer: The offerors may propose a single individual for more than one platform. The offerors must be prepared to address the requirements for each platform if the volume of work exceeds the ability of a single individual. In regards to ARH, the offeror should propose the individual with the most applicable experience. The government recognizes that ARH is a system in development.

3. Amendment 0001 and Solicitation DocumentIn Section J, reference is made to Attachments (i.e., Attachment 0001, Attachment 0002, Attachment 0003, Attachment 0004, Attachment 0005 and Attachment 0006). In various sections of the Solicitation document (i.e., Section L, Section M and the attachments), there are inconsistencies in the citations where often a citation is made to an appendix instead of an Attachment. Did the Government mean to cite the Attachments instead of appendices? Please clarify. Answer: All are corrected to read attachment 1-6 per narrative of Amendment 2

4. Section H and Section I of Solicitation DocumentAre flight or ground operations required to be performed by the Contractor? If so, should ground and flight risk clauses in FAR/DFAR be added in Section H or Section I?

Answer: YES

5. Statement of Work 1.0 GENERAL, it states that The contractor is required to be able to provide individuals for all the labor categories who have the qualifications described in Attachment A to this scope of work. Should the reference be to Attachment 0002, LABOR CATEGORIES instead of Attachment A? Answer: Yes

6. Statement of WorkIn 2.0 SCOPE, it states that The LSF contract shall support the mission requirements of PEO AVIATION. Is the scope of work for this Solicitation limited to supporting the mission requirements of only PEO AVIATION, or does the Government intend that the Contractor support the mission requirements of the Department of Defense? Please clarify.

Answer: The primary mission is to support PEO Aviation requirements. The PEO Aviation may receive properly authorized taskings from other DoD entities that may be performed by the LSF.

7. Statement of WorkIn 2.0 SCOPE, it states that The Government will provide the facilities described in Attachment B to this scope of Work. There was no Attachment B included with the Solicitations documents. Please clarify or provide description of facilities that the Government will provide. Answer: The facilities provided are Hangar Building 4803 (delete and office space in Building 3457)

8. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn SECTION L Instructions, Conditions and Notices To Offerors, it states that Proposals shall be submitted in electronic format via email\85 Is there a specific format the Government wants the Contractor to use when submitting proposal electronically by email (i.e., Word, PDF, etc.)? Also, based on prior electronic submissions to the

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Government, is there a file size limitation for attachments?

Answer: Electronic copies may be provided on Compact Disk (CD) or Floppy Disk in Microsoft Office compatible format (e.g., Word, Excel, Power Point). Attachments shall be in PDF format. Zip files will not be allowed and the size limitation for electronic files is 7 Mb.

9. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn SECTION L Instructions, Conditions and Notices To Offerors, it states that Proposals shall be submitted in a clearly legible font, no smaller than size 10. Are graphics and the Integrated Master Schedule (IMS) submissions constrained to 10 point font requirement or can a font smaller than 10 point be used for graphics and the IMS?

Answer: No, as long as they are legible.

10. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.1, L1.2, AND L1.3 there appears to be a discrepancy between the sample task name and the information contained in Attachment 004 3 SAMPLE TASKS AND DRAWINGS. For instance, in sample task L1.1, it references the Design Task in Appendix 2a but it appears that in Attachment 004 3 SAMPLE TASKS AND DRAWINGS the task is 2c. This type of inconsistency is found with the other two sample tasks. Please clarify. Answer: Corrected in narrative of Amendment 2.

11. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.4 Subfactor: Management it states that The Management subfactor shall consist of three equal elements:. Sections L1.4.1 Facilities and L1.4.2 Management Team/Personnel appear to contain two of the elements. Is there a third element or does the Government consider Management Team/Personnel to be two elements? Please clarify. Answer L1.4 is amended to say that the management sub-factor consists of TWO equal elements. Management Team/ Personnel are one element.

12. Attachment 003 SECTION L & M ADDITIONAL REQUIREMENTSIn L1.4.2. Management Team/Personnel, the last sentence states that The offerors personnel plan for the non-key personnel will be evaluated only to show the offerors ability to provide sufficient labor across all categories to cover the estimated quantities of hours. Is the estimated quantities of hours the summation of the total direct labor listed on the Excel spreadsheets for Firm Fixed Price Rates and Cost Plus Fixed Fee Rates (i.e., 437,939 hours + 228,137 hours = 666,076 hours)?

Answer: Yes

13. Excel SpreadsheetsOn the Excel spreadsheet for Firm Fixed Price Rates, in the Matl/Subk/ODC Indirects sections, in FY 2008 there are two numbers listed (i.e., \$1,000,000 and \$12,000). Is this an error? Answer: Yes, These numbers were inadvertently included in the spreadsheet and should be removed.

14. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 2, DOPPLER GPS NAVIGATION SYSTEM, paragraph 2.2 and 2.3 seem to be inconsistent. Please specify whether DGNS MWO 1-1520-237-50-92 Revision F or Revision G will be used to install the kits.

Answer: Installation should be completed IAW Revision G. Latest copy of the MWO will be provided.

15. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 2, DOPPLER GPS NAVIGATION SYSTEM, are the DGNS kits GFE?

Answer: Yes, the kits would be provided as GFP if this task was awarded.

16. Attachment 004 3 SAMPLE TASKS AND DRAWINGSIn Sample Task 3, VIP 12 Point Internal Communication System, does the Government expect validation to occur under this Task?

Answer: Yes a validation of the reversed engineering drawings would be a requirement

17. GeneralUnder the existing LSF Contract, is any GFE provided to the existing contractor beyond the GFE provided under individual Task/Delivery Orders? If so, will this GFE be provided to whoever is awarded a contract for this Solicitation? If so, please provide list of the GFE?

Answer: Any available GFE necessary under specific orders will be provided after award of those orders.

18. GeneralAre there any wage determination guidelines applicable for this Solicitation? If so, please provide. Answer: The intention is to award end item orders to the maximum extent practicable. In the event a services order is awarded the appropriate SCA clauses and rates will be incorporated.

19. Reference: L.2.2: The offerors are required to pay facility utilization costs. \85 The offeror shall include any expected recovery of these costs in the proposed indirect rates for the five (5) performance periods fiscal years 0812.

Question: Will the Government invoice the contractor on a monthly basis, or at some other interval?

Answer: monthly

20. Reference: Clause I-65 52.216-28, Ordering:

Question: What is the Governments intent regarding proposal requirements for subsequent task orders after award (i.e.: technical/management, cost/price)?

Answer: The Government will require a technical/management proposal in accordance with the task requirements. The contractor shall propose labor hours and categories, and material/ODCs, which will be negotiated for each order. The labor rates and material handling/ODC rates established by this competition are contractually binding on the contractor and will be used to establish the price of each order.

21. Reference: L.2.2, Part 3: Contract Rate Matrix: The offerors proposed direct rates, indirect rates, and profit/fee percentages

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submitted in the Part 3 Contract Rate Matrix shall be contractually binding for the five (5) performance periods/fiscal years 2008 2012.

Question a: To what extent are these rates binding? Is it the Governments intent to incorporate and bind offerors to proposed rates for resulting FFP task order proposals only?

Answer: They are binding for the five (5) performance periods/fiscal years 2008 2012.

No, the rates are binding for both FFP and CPFF proposals. For CPFF proposals the rates will be utilized to develop the cost estimates and establish Fee.

Question b: An offeror traditionally assesses risk on CPFF and FFP requirements on an individual case-by-case basis. A binding requirement to lock in fee/profit for the duration of the contract eliminates the ability of the offeror to continue to leverage risk. Is it the intent of the Government to consider flexibility with regard to profit/fee at the task order level? Answer: No

Question c: The inclusion of base hourly base rates and contractor indirect rates in a proposal and resulting contract makes it an extremely competitively sensitive document. Request the Government consider the incorporation of a fully burdened rate matrix in any resulting contract award.

Answer: No, we do not want fully burdened rates. The Government has a responsibility to protect contractor proprietary information.

22. Reference: L.2.2., Part 3: Contract Rate Matrix:

Question: In many cases, it may be more cost advantageous to the Government to allow incorporation of both on-site and off-site rates. The off-site rates would be utilized when the contractors facilities are not being utilized for the effort. Is it the Governments intent to consider incorporating rates for both scenarios? Answer: No, off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates

23. Reference: Standard Form 30.

Question: Do you want the Standard Form 30 and other fill-ins submitted as a separate package or included with a particular volume?

Answer: Separate

24. Reference: RFP Section B, page 4

Question: Section B does not provide a CLIN structure; is the Governments intent to specify the desired CLIN structure for the sample tasks? Additionally, does the Government intend to provide Section B CLIN structure contemplated for the resulting award?

Answer: No, propose costs and fee/profit using rates and labor categories for evaluation. Assume 1 CLIN for total cost/price of each awarded sample task.

25. Reference: Section B and G and Payment Clauses

Question: Is it the Governments intent to specify applicable FAR Payment clauses? In the absence of Section B structure, Section G, and/or Payment clauses, the invoicing and resulting payment terms are unknown. Additionally, is it the Governments intent to include FAR 52.232-32, Performance Based Payments? Answer: See clauses incorporated in amendment 2 section I

26. Reference: Contract Data Requirements List

Question: Section J does not specify any CDRLs and/or data deliverables under this effort; based on the pricing types contemplated, several funds and manpower expenditure type reports are anticipated. Additionally, numerous CDRL and data deliverables are specified throughout the Sample Task SOWs. Is it the Governments intent to specify data deliverable requirements and provide CDRLs.

Answer: It is anticipated that any CDRL requirements will be incorporated as part of the individual task orders and the successful contractor will be able to include the costs of the CDRLs in each order

27. Reference: L.1.4.2

Question: Attachment 2 is a long list of labor categories, while Amendment 01, Section A includes a request for 9 resumes. Should this reference in L.1.4.2 actually state Amendment 01 instead of Attachment 2? Answer: Yes

28. Reference: L.1.4, Subfactor: Management

Question: The Management subfactors shall consist of three equal elements. Are the three factors Facilities, Management Team, and Personnel?

Answer: The Subfactor Management includes two elements, Facilities and Management/Personnel.

29. Reference: L.1.1 through L.1.3, Sample Task 1-3.

Question: There is a discrepancy between the verbiage utilized to describe the three sample tasks and their correlation to the appendices. Please clarify.

Answer: Corrected in narrative of amendment 2

30. Reference: Sample Task, Appendix 2b

Question: We cannot read the drawings provided. For example, see drawing LEX-11611. Will the Government provide copies of the actual or better quality drawings for this sample task? Additionally, drawing number LEX-11394 was not included. Please provide.

Answer: See attached drawings

31. Reference: Sample Task, Appendix 2b, SOW paragraph 2.3, and 2.4

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Question: Does the Government want the 100 kits specified in paragraph 2.4 based on the updated drawing discussed in paragraph 2.3?
 Answer: Yes contractor is to provide a bid to produce 100 each of the reverse engineered 12 Point ICS kits.

32. Reference: RFP, page 2, Section A.6.
 Question: When does the Government anticipate conducting Industry Day?
 Answer: 16 May- Details in amendment 2

33. Reference: Attachment 1, SOW, paragraph 4(4)
 Question: Can you identify the LSF Board of Managers and their role in making decisions for the LSF operations and task performance?
 Answer: The reference to the LSF board of managers is unnecessary. The SOW for the contract and the task will be the governing documents. The following words are deleted from the LSF SOW: After approval from the requiring activity and the LSF Board of Managers,

34. Reference: Sample Task, Appendix 2a, DGNS Installation
 Question: Is the Government providing the Group A and B kits for all 3 aircraft installations on the UH-60A/L ? Answer: The contractor is to install both an A-Kit and a B-kit; both will be provided as GFP

35. Reference: Sample Task, Appendix 2c, paragraph 3.6.1.1, COMHAWK Helicopter Development
 Question: Which version and date of MIL-STD-40051 is applicable to the effort?
 Answer: Contractor shall use MIL-STD-40051B(1)

36. Reference: Sample Task, Appendix 2c, COMHAWK Helicopter Development
 Question: Is the contractor required to develop the MWO as part of the Data Package for the VIP Seats and Color Weather radar designs? If so, is it an abbreviated MWO?
 Answer: The contractor shall provide installation instructions in sufficient detail to allow a depot level contractor team to use the package as a standalone document and perform the installation/checkout procedures.

37. Reference: Sample Task, Appendix 2c, paragraph 3.3, COMHAWK Helicopter Development
 Question: Does a UH-60L MWO and Technical Data Package exist for the UNS-1F FMS A and B kits that are being provided as GFE, and if so, will the Government provide offerors access to them during the proposal process? Do the UH-60 Technical Manuals currently reflect the UNS-1F FMS as being installed on the UH-60L?
 Answer: The Government does not have ready access to the UNS-1F MWO or Technical Data Package. The Government has not signed up to providing either the FMS A-Kit or B-Kit to this contract. The current Black Hawk TMs do not contain UNS-1F in them.

38. Reference: Sample Task, Appendix 2c, paragraph 3.2.3, COMHAWK Helicopter Development
 Question: Respectfully request the Government provide SAE AS 8049A and SES-700700 to offerors during the proposal phase.
 Answer: SES-700700 is being provided.

39. Is there equipment which was purchased with Partnership Consideration Agreement (PCA) dollars under previous contract? Will it be provided as GFE? Will you provide a list and condition of the equipment? Answer: Yes/No/NA

40. Reference: SF30
 Question: Where should the proposal be delivered? Additionally, provide a time of day for delivery.
 See Block 6 of this amendment - 4:00 CT

Questions regarding Solicitation
 41. SF 33 Block 9. Please specify the time by which the proposal is to be delivered 4 June 2007. - 4:00 CT

42. Paragraph A.6: When will the pre-proposal conference be held? Will there be any limitations on the number of company personnel who may attend?
 Answer: May 16, 2007- Yes 3 per offeror

43. Paragraph A.9: Please clarify the specific facility for which the facility use contract will be awarded. In addition, please clarify the reference in this section to Appendix 3 to Section L.
 Answer: Hangar Bldg 4803 delete and Office Building 3457 See narrative of amendment 2

44. Section B: Since the solicitation states that the minimum award will be a single delivery order, which will be one of the three sample tasks, please provide guidance on completing Section B, Prices. Specifically, which one of the three sample tasks should we assume will be awarded for the purposes of completing this section, or should this section be left blank pending contract award?
 Answer: There is no pricing required in Section B. See Section L cost/price section for pricing price all 3 sample tasks 1 or more may be awarded.

45. Section L: Please clarify the reference to Appendix 1 to Section L.
 Answer: Corrected in narrative of amendment 2

46. Section M: Please clarify the reference to Appendix 1 to Section M.

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Answer: Corrected in narrative of amendment 2

Questions regarding Amendment 1:

47. Amendment 1 identifies the past performance forms as Attachment 006, yet the PRAG forms themselves are identified as Appendix 4a & 4b. Please clarify the intent of the designation Appendix for the PRAG forms.

Answer: Corrected in narrative of amendment 2

48. Section A of Amendment 1 identifies seven categories of key personnel to be evaluated, including a position of LSF Facility Manager. Please clarify the Government requirement for this position. Specifically, does this position take the place of the current LSF General Manager?

Answer: The offerors should submit the resume of the Manager who is responsible for all business and technical operations of the LSF.

Questions regarding Attachment 1, Contract Statement of Work:

49. Paragraph 2.0 references facilities described in Attachment B to this scope of Work. This attachment does not seem to be in the current solicitation. Please clarify where that attachment can be found.

Answer: The facilities are Hangar Bldg 4803 delete and Office Building 3457 See narrative of amendment 2

50. Paragraph 4.0 refers to an LSF Board of Managers. Please clarify the composition and responsibilities of this board.

Answer: The reference to the LSF board of managers is unnecessary. The SOW for the contract and the task will be the governing documents. The following words are deleted from the LSF SOW: After approval from the requiring activity and the LSF Board of Managers,

51. The SOW calls Labor Categories, Attachment A but the document itself is labeled Attachment 2. Please clarify. Answer: Corrected in narrative of amendment 2

Questions regarding Attachment 3, Revised Section L:

52. The introduction to Section L states that the proposal is to be divided into three sections. Are all three sections to be bound in a single volume or are they to be submitted in separate volumes?

Answer: As long as the sections are separated it doesnt matter

53. The introduction to Section L states that proposals shall be submitted in a clearly legible font, no smaller than size 10. Does this apply to proposal graphics? Specifically, may proposal graphics incorporate fonts smaller than 10 point providing the annotations remain legible? Requiring a minimum of 10-point type on all graphics will necessitate redrawing existing graphics as well as making some graphics hard to view. Answer: OK for graphics as long as they are legible

54. Paragraph L.1.4 states that the Management subfactor shall consist of three equal elements, yet only two are listed. What is the third Management subfactor?

Answer: This should be changed to 2

55. Paragraphs L.1.1, 2 & 3 identify Appendix 2a as Design, 2b as Installation, and 2c as Production. Paragraph L.2.2 identifies SOW 1 as Comhawk Design, SOW 2 as DGNS Installation, and SOW 3 as ISC Production. Attachment 004 identifies Appendix 2a as DGNS Installation, 2b as ICS Production, and 2c as Comhawk Development. Please clarify the SOW designations to ensure reference consistency.

Answer: Corrected in narrative of amendment 2

56. Paragraph L.3.2.1 discusses reference numbers to be used throughout Section III and on the Relevant Contracts Summary of Experience, PRAG Form 1(Appendix 4a); and the Contract References, PRAG Form 2 Appendix 4b. Please clarify the requirement for reference numbers in the Past Performance volume. Specifically, the PRAG forms include a requirement to Use reference numbers as indicated in Volume 2 narratives of your proposal. Since Section L states that the proposal is to be divided into sections rather than volumes, and section II is Cost/Price, is the callout of Volume 2 in the PRAG forms in error and should it say Section III?

Answer: Yes, it should be Section III

57. Paragraph L.3.1 limits Past Performance narratives to 25 pages. We interpret this requirement to mean a total of 25 pages for all narratives combined. Is this correct?

Answer: Yes

Questions regarding Attachment 4, Sample Tasks:

58. Appendix 2b (ICS Sample task) Will the required installation be accomplished solely by utilizing the installation drawings or will a RSN or MWO be provided with the RFP and be considered GFI within paragraph 2.1 of the Sample Task Statement of Work? Will the installation take place in Huntsville, AL? - Answer: This task is to strictly reverse engineer and produce ICS kits. There is no requirement for installations

59. Appendix 2b (ICS Sample task) The Drawing Tree (LEX-11586) lists drawing LEX 11394, VIP ICS II Enclosure as a required document; however, it was not provided in the RFP. Please provide a copy of drawing LEX 11394.

Answer: See attached drawings

60. DGNS SOW (Appendix 2a), paragraphs 2.2 and 2.3: Paragraph 2.2 states that the revision for the MWO is Rev G whereas paragraph 2.3

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states that the contractor is to install the DGNS kits in accordance with MWO Ref F. Please clarify.
 Answer: Offerors shall propose to rev. G which will be provided.

61. DGNS SOW (Appendix 2a): The statement of work does not specify whether the kits are GFE or must be manufactured by the contractor. Please clarify.
 Answer: Both the DGNS A-Kit and B-Kit will be provided by the Government.

62. Reference: RFP Sample Tasks, Appendices 2b and 2c
 Question: It is our understanding that a substantial portion of the work described in the Appendices may have previously been accomplished and, in some cases, by the incumbent and/or other potential offerors. For example, reference Appendix 2c, it is our understanding the incumbent was previously involved in the preliminary COMHAWK design work on the UH-60A model aircraft. Additionally, the technical data package provided for Appendix 2b has been developed by a potential offeror, and it is our understanding they have also done installations for this effort. Based on the minimal differences between the UH-60A and UH-60L aircraft models, does the Government agree this provides a competitive advantage, specifically regarding proposing cost? Will the Government take this potential competitive advantage into account and level the cost when evaluating proposed costs for the sample tasks?
 Answer: The Government does not consider that any offeror has a competitive advantage on this effort for the following reasons: The COMHAWK design effort which has been initiated outside of the LSF was to integrate the COMHAWK and a UH-60M (not a UH-60A). The UH-60M is extensively different from both a structural and electrical from the UH-60L so the task is substantively different and no offeror has a competitive advantage. Two sub-tasks within this task have been done previously by the incumbent contractor, the Internal Auxiliary Fuel tank and the Leakproof Drip Pan. These subtasks are hereby deleted from the COMHAWK task.

63. Reference: RFP Attachment 2, Labor Categories
 Question: In order to execute this effort and provide a best value to the Government, additional labor categories will be required. Is it the Governments preference for offerors to propose the additional labor categories within the sample task proposals, or to provide a comprehensive list and labor description prior to proposal submission?
 Answer: No, the Government requires the offerors to propose to the labor categories. These labor categories and their qualifications were constructed by the Government based on its experience and the anticipated work. The Governments intention is to put all the offerors on an equal footing for purpose of the total contract cost evaluation by imposing the requirement to bid the categories of labor the quantity of hours and material set forth in the RFP. Since this is an ordering contract, and the specific types and kinds of work to be performed are not yet known, the government would have no basis to adequately evaluate an alternative labor mix.

Questions regarding Attachment 4, COMHAWK Sample Task:
 64. Section 2.0: Top level documents are referred to in the Document Summary List (DSL) but no DSL is provided in the SOW. Please provide the referenced documents.
 Answer: The reference to the DSL is deleted; the documents are all included in the task SOW.

65. Section 3.3 states that the Government will provide two UNS-1F FMS A and B kits. Please provide the drawings supporting the A-kit. Additionally, as the Government is providing A and B kits for UNS-1F FMS, when will the engineering data be made available for integration?
 Answer: SOW will be updated to delete the GFP portion of the UNS-1F. It will be the responsibility of the contractor to coordinate with the UNS-1F vendor to secure whatever B-Kit items they need and responsibility of the contractor to produce the appropriate A-Kit for installation on a UH-60M.

66. Section 3.4.1: Please clarify or provide enclosure ????
 Answer: TBD

67. DFAR 252.228-7001 is not included in this solicitation. Please clarify the Governments intent with respect to GFR clauses
 Answer: The RFP is amended to include the DFAR clauses 252.228-7001

Questions & Clarifications regarding Attachment 3, Sections L&M & Amendment 0002:
 68. RFP Amendment #2, in the Answer to Question #8, states: " Attachments shall be in PDF format. Zip files will not be allowed and the size limitation for electronic files is 7 MB." Given that the proposal is to be in MS Office-compatible format, please clarify exactly what attachments are to be in PDF format. Also please clarify whether the file size limitation of 7MB applies only to e-mail attachments or to a proposal submitted on CD. If it applies to the entire electronic proposal, is there a preferred format for numbering files?
 Answer: Any attachments the offeror feels necessary to submit with the proposal that cannot be converted into text (i.e. drawings, etc.)

Questions & Clarifications regarding Amendment 0002
 69. Amendment 0002 Paragraph A.4 states the following: "Appendix 2a (DGNS Design Task) should be Attachment 4a; Appendix 2b in Section L and 2c on attachment (COMHAWK Installation Task) should be Attachment 4b; Appendix 2c in Section L and 2b on attachment (VIP II Production Task) should be Attachment 4c. The Sample Task Statements of Work identify the Design Task as COMHAWK and the Installation Task as DGNS. Please re-clarify the designations of the Sample Tasks.

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Answer: COMHAWK is the design task and DGNS is the installation task

70. COMHAWK SOW paragraph 3.6.1.6 states, "The Contractor shall support verification of TMs/changes IAW Attachment? by providing the required replacement parts..." Please define the term "replacement parts?"

Answer: Delete the reference requiring replacement parts in para. 3.6.1.6

71. Please define what is meant by LSF off-site and on-site?

Answer: Off-site is other than at the contractors facility or Redstone Arsenal. The work contemplated under this contract is anticipated to be performed at two sites. Those two sites are the hanger facility at Redstone Arsenal and the contractor's facility located within reasonable commuting distance of Redstone Arsenal. The RFP requires one set of rates for these two facilities. If the offeror has different rates structures for these two facilities, the offeror is permitted to manage the performance of the work and may assume an appropriate work split in the construction of the single rate structure required by the RFP.

72. In Amendment 0002 to the Solicitation, the Government provided the following answer to Question 22: "No, off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates." Based on this answer, it appears no Contractor furnished facilities, equipment, or other capital investments are required to support this SOW/Contract. However, it is our understanding that the incumbent has manufacturing and administrative facilities located off (i.e., outside) of Redstone Arsenal where manufacturing, integration, kitting, other operations, and support of the LSF are also performed. Is it correct to assume that the bulk of LSF electrical and mechanical manufacturing, component painting, integration, warehousing, shipping and receiving, kitting, and administrative functions are also to be performed on Redstone Arsenal in building 4803 and 3457? Also, when requirements exceed on-site capacity and off-base/site facilities are necessary, how can an on-site overhead pool/labor rate be properly applied and costs allocated accordingly in compliance with DCAA requirements?

Answer: See answer to question 71.

73. If "off-site work isn't significant enough for the Government to request contractors to develop separate off-site rates", can an assumption be made that the Government intends to provide, via GFE, all manufacturing support equipment and facilities (lathes, mills, tooling, sheet metal brakes, wire markers, computers, office equipment, cutting tools, etc.) to perform the requirements of this SOW/Contract?

Answer: See answer to question 71.

74. Is it the Government's intent to establish one labor rate/overhead pool to accomplish both on-site and off-site Contract performance?

Answer: Yes

Reference: Sample Task, Appendix 2c, paragraph 3.3, COMHAWK Helicopter Development

75. Question: Does a UH-60 MWO and Technical Data Package exist for the UNS-IF FMS A and B kits that are being provided as GFE, and if so, will the Government provide all offerors access to them during the proposal process?~ Do any UH-60 Technical Manuals currently reflect the UNS-IF FMS as being installed on the UH-60? If so, will the Government provide all offerors access to this data during the proposal process?

Answer: TBD

76. Question: Are the cover page and table of contents excluded from the page count for the Past Performance Volume?

Answer: Yes

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	DRAWING LEX 11611			
Exhibit B	DRAWING LEX 11394			
Exhibit C	SES 700700A			